

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

QUICK CUISINE AG,

Plaintiff,

Case No.: 08-CV-1601
(Lynch, J.) (Francis, M.J.)

v.

UB2B INC., CMA TRADING INC., and
UNIVERSAL FOOD TRADING,

Defendants.

***CERTIFICATION OF
ULISES SABATO***

Ulises Sabato, of full age and being sworn upon here oath certifies as follows:

1. I am the President of Universal Food Trading (hereinafter "Universal").
2. Universal maintains its principal place of business at 463 Barell Avenue, Carlstadt, New Jersey.
3. Universal is engaged in the business of distributing and selling merchandise, including food, to wholesalers and retailers.
4. Universal has no place of business or operations in the State of New York.
5. Universal has no telephone number, warehouse, showroom, property, bank account, employees or other such connections within the State of New York.
6. Universal does not does not regularly solicit business in the State of New York.
7. Universal does not have any agents in the State of New York.
8. The primary means of communication and activity between the parties in this case took place by electronic mail ("e-mail") or by telephone between New Jersey and Switzerland.
9. Universal does not engage in any continuous, permanent, or substantial activity in the State of New York.
10. Most of the negotiations concerning the transaction between Plaintiff and Defendants were conducted via e-mail or by telephone between New Jersey and Switzerland.
11. Any business meetings conducted in person concerning the underlying transaction were

held in Carlstadt, New Jersey.

12. Universal did not conduct any business meetings concerning the underlying transaction in the State of New York.

13. Universal never met with Quick Cuisine representatives in New York; however, I did visit one of Quick Cuisine's packing facilities in Lille, France.

14. Upon information and belief, Universal was not served with the Complaint in this matter.

15. Upon information and belief, Universal was not served with the Order to Show Cause.

16. Upon information and belief, Universal was not served with the Affidavit for Judgment by Default in this litigation.

17. Upon information and belief, Universal was not served with the Default Judgment.

18. Upon learning of the default judgment, Universal immediately began the process of retaining counsel.

19. This certification is offered in support of Universal's motion to vacate default judgment pursuant to FRCP 60(b) and to dismiss the Plaintiff's Complaint for lack of personal jurisdiction pursuant to FRCP 12(b)(2).

I certify that the foregoing statements made by me are true to the best of my knowledge. I am aware that if any of the statements made by me are willfully false, I am subject to punishment.

Dated:
00976669

8/8/08

By: _____

Universal Food Trading
Ulises Sabato